4157

BILL NO. S-78-08-06

SPECIAL ORDINANCE NO. S-130-78

AN ORDINANCE approving a certain bid document for purchase of one 1979 Trail Duster for the Board of Public Safety's Traffic Engineering Dept.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain bid document Ref. No. 841, dated July 25, 1978, between the City of Fort Wayne, by and through its Mayor and the Board of Public Safety and Northway Chrysler Plymouth, Inc., for one (1) 1979 Plymouth Trail Duster, two (2) door, four (4) wheel drive vehicle, for the Board of Public Safety's Traffic Engineering Department, at a total cost of $6,887.55, all as more particularly set forth in said bid document Ref. No. 841 and Purchase Order No. 4-02889i, which are on file in the Office of the Department of Purchasing and are by reference incorporated herein, made a part hereof and are hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

William I Kruse
Councilman

APPROVED AS TO FORM
AND LEGALITY,

CITY ATTORNEY

Read the first time in full and on motion by Hinga, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock ____ M., E.S.T.

DATE: 8-8-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by D. Schmidt, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	7	0		2	
BURNS	✓				
HINGA	✓				
HUNTER	✓				
MOSES	✓				
NUCKOLS				✓	
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER				✓	
TALARICO	✓				

DATE: 8-22-78

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (RESOLUTION) No. S-130-78 on the 22nd day of August, 19 78

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of August, 19 78, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 24th day of August, 19 78, at the hour of eleven o'clock _____ M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-08-06

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance approving a certain bid document for purchase of one 1979 Trail Duster for the Board of Public Safety's Traffic Engineering Dept.

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS.

WILLIAM T. HINGA - CHAIRMAN — William T. Hinga

VIVIAN G. SCHMIDT - VICE CHAIRMAN — Vivian G. Schmidt

JOHN NUCKOLS

PAUL M. BURNS

FREDRICK R. HUNTER — Fredrick R. Hunter

8-22-78
DATE

CHARLES W. WESTERMAN, CITY CLERK

Memorandum

To Mr. Terry Coonan - Board of Safety Date July 28, 1978

From Purchasing Department

Subject Bid Reference No. 841 - 1979 Vehicle - Traffic Engineering

COPIES TO:

Tom Manny

Enclosed you will find Bid Documents (Bid No. 841) relating to Purchase Order No. 4-028891, which is prepared to favor Northway-Chrysler - Plymouth, Inc. for a 1979 Trail Duster, in the amount of $6887.55.

The following documents are attached in support of Northway's offer:

1. Copy of Tabulation Sheet
2. Copy of Mailing List
3. Copies of Four (4) Bids Received
4. Copy of Memorandum from Traffic Engineering
5. Copy of Purchase Order

Nine (9) Vendors were mailed invitations to Bid. Four (4) Bids were picked up and Four (4) returned.

As the enclosed Bid Tabulation indicates Northway-Chrysler-Plymouth was the lowest of the four (4) Bids received for 1979 Vehicles. The Bid submitted by Northway meets Specifications, plus the Skid Plate, as required and has been reviewed and approved by Traffic Engineering.

Please process all of the attached documents necessary for Council approval.

Gaye Bales
Gaye Bales - Buyer

Approved: R F Bugher
R.F. Bugher

COMPUTATION OF BIDS

BID REF. 841

CLOSING DATE 7-25-78 @ 11:00A.M.

	One (1) 1978 or 1979 Two Door Four Wheel Drive Vehicle			
	1979 Ford Bronco			
Allen County Motors 2300 West Jefferson Blvd. Fort Wayne, Indiana 46802 Check #6305 Non Cal OK #398.80	TOTAL $ 9453.95 LESS TAX 16.05 LESS TRADE 75.00 LESS DISC 1386.95 TOTAL 7975.95 Del 90-120 Days ARO	TOTAL $ LESS TAX LESS TRADE LESS DISC TOTAL	TOTAL $ LESS TAX LESS TRADE LESS DISC TOTAL	TOTAL $ LESS TAX LESS TRADE LESS DISC TOTAL
	1979 Blazer			
Hefner Chevrolet, Inc. 500 East State Street Fort Wayne, Indiana 46805 Non-Cal OK Bid Bond	TOTAL $ 7723.12 LESS TAX LESS TRADE 100.00 LESS DISC TOTAL 7623.12 Del 90-120 Days ARO	TOTAL $ LESS TAX LESS TRADE LESS DISC TOTAL	TOTAL $ LESS TAX LESS TRADE LESS DISC TOTAL	TOTAL $ LESS TAX LESS TRADE LESS DISC TOTAL
	1979 Trail Duster			
Northway-Chrysler Plymouth 4140 Coldwater Road Fort Wayne, Indiana 46805 Non-Cal OK Bid Bond	TOTAL $ 8874.13 LESS TAX LESS TRADE 100.00 LESS DISC 1952.31 TOTAL 6821.82 Del 90 Days ARO	TOTAL $ LESS TAX LESS TRADE LESS DISC TOTAL	TOTAL $ LESS TAX LESS TRADE LESS DISC TOTAL	TOTAL $ LESS TAX LESS TRADE LESS DISC TOTAL
	1979 Scott II			
International Harvester 333 South Clinton Street Fort Wayne, Indiana 46802 Non-Cal OK Bid Bond	TOTAL $ 8966.00 LESS TAX LESS TRADE 200.00 LESS DISC 1309.73 TOTAL 7456.27 Del 90 Days ARO	TOTAL $ LESS TAX LESS TRADE LESS DISC TOTAL	TOTAL $ LESS TAX LESS TRADE LESS DISC TOTAL	TOTAL $ LESS TAX LESS TRADE LESS DISC TOTAL
Alternate #1	1977 Scott II TOTAL $ 6784.00 LESS TAX LESS TRADE 200.00 LESS DISC TOTAL 6584.00 Del. At Once	TOTAL $ LESS TAX LESS TRADE LESS DISC TOTAL	TOTAL $ LESS TAX LESS TRADE LESS DISC TOTAL	TOTAL $ LESS TAX LESS TRADE LESS DISC TOTAL
	TOTAL $ LESS TAX LESS TRADE LESS DISC TOTAL	TOTAL $ LESS TAX LESS TRADE LESS DISC TOTAL	TOTAL $ LESS TAX LESS TRADE LESS DISC TOTAL	TOTAL $ LESS TAX LESS TRADE LESS DISC TOTAL

RECORDS OF BIDS ISSUED TO BIDDERS

BID NO. 841

ITEM: 4 Wheel Drive

DEPARTMENT: Traffic Engineering Department

OPEN DATE: ~~7-26-78~~ TIME: ~~11:00~~ A.M.

VENDOR NAME & ADDRESS	DATE - NAME BID PICKED UP	CARDS MAILED	BID MAILED	RETURNED
Allen County Motors 2300 West Jefferson Blvd. Fort Wayne, Indiana 46802	7/31/78 Ted Bolden	6/30/78		7/25/78
Fort Wayne Dodge, Inc. 100 Coliseum Blvd. Fort Wayne, Indiana		6/30/78		
Hefner Chvrolet, Inc. 500 East State Street Fort Wayne, Indiana 46805	7/31/78 Jim Jamison	6/30/78		7/25/78
Dave McIntire, Inc. 320 West Coliseum Blvd. Fort Wayne, Indiana 46805		6/30/78		
Fort Wayne American Motors 4320 Coldwater Road Fort Wayne, Indiana 46805		6/30/78		
Northway-Chrysler Phymouth 4140 Coldwater Road Fort Wayne, Indiana 46805	7-26-78 Richard A. Mullin	6/30/78		7/25/78
Hoosier Ford, Inc. U.S. #24 - East Huntington, Indiana 46750		6/30/78		
International Harvester 333 South Clinton Street Fort Wayne, Indiana 46802	7/31/78 Mike Mahon	6/30/78		7/25/78
DeHaven Chevrolet, Inc. 5200 Illinois Road Fort Wayne, Indiana 46804		6/30/78		

FORM DP25 5-68

CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES
Number One Main St., Ft. Wayne, Ind. 46802

Ref. No. 841

Date June 27, 1978

Date wanted

Fund Appropriation No. 34-465-700

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

*Mail all replies and correspondence, etc. to Att. of R.F. Bugher-423-7037 DEPARTMENT OF PURCHASES

Address Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Traffic Engineering Department

Address Room 340 - City County Building
One Main Street - Ft. Wayne, Indiana 46802

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Tuesday, July 25, 1978 at 11:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34508. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
1		1978 or 1979 Two (2) Door, Four (4) Wheel Drive Vehicle per attached Specifications. All Specifications & Questionnaire must be fully completed for consideration. This vehicle will be available for trade-in appraisal appointments by contacting Traffic Engineering Department, Room 340, from 8:00 A.M. to 4:00 P.M. Week days. Please telephone 423-7126. Affirmative Action: On File:_____ Attached:_____		

Bid Bond required NO ☐ YES ☒ 5% Performance Bond NO ☒ YES ☐

See instruction item No. 18 on reverse side hereof.

Terms _____% cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within ___ days from receipt of order

IMPORTANT ☞ As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Northway Leasing Company
Name of Company

Per [signature] Title

Address 4140 Coldwater Road

City Fort Wayne Indiana Date 7/25/78

Approved by State Board of
Accounts for City of Fort Wayne, 1943

Page #2 of 7

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.

2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.

4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

   To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.

6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

   References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.

10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.

12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
    Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

    Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.

16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
    a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
    b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submission and Receipt of Bids:**
    a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
    b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
    c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
    d) Separate proposals must be submitted on each reference number.
    e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Board-Commissioner Dept. of Purchasing, etc. Date _____ 19____ as follows:

Rejected _____ Board-Commissioner Dept. of Purchasing, etc. Date _____ 19____ as follows:

Specifications for One (1) 1978 or 1979, Two (2) Door, Four (4) Wheel Drive Vehicle, including all equipment listed as standard in Manufactures printed literature describing the vehicle unless superceded by special equipment at specified herein:

Base Price:$ 6090.76

Freight:$ 134.61

1.	Year:	1978 or 1979 Two (2) Door, Four (4) Wheel Vehicle	$ STD
2.	Color:	Any Standard Color with White top preferred	$ STD
3.	Wheelbase:	Approximately 100"	$ STD
4.	Engine:	V-8 (Approximately 350 Cu.In. Four (4) Barrel Carburetor)	$ 344.50
5.	Transmission:	Automatic with two (2) speed transfer case	$ 318.76
6.	Tires:	L-78 - 15-B (On/Off Road)	$ STD
7.	Battery:	Heavy Duty	$ 28.71
8.	Radiator:	Heavy Duty	$ 41.29
9.	Instrument Guages:	Standard	$ STD
10.	Cigarette Lighter:	Standard	$ 18.62
11.	Mirrors:	Left & Right outside	$ 71.18
12.	Fuel Shield:	Standard	$ 66.57
13.	Brakes:	Power	$ STD
14.	Bucket Seats:	Front plus, standard rear seat	$ 201.66
15.	Shocks:	Heavy Duty	$ 26.50
16.	Springs:	Heavy Duty	$ STD
17.	Steering:	Power	$ 226.95
18.	Minimum Ground:	7.0 inches	$ STD
19.	Air Conditioning:	Standard	$ 597.95
20.	Tinted Glass:	Standard	$ 48.87
21.	Lock Out Hubs:	Standard	$ NA
22.	Undercoating:	Ziebart or comparable	$ 130.00

23. Wipers: 2 Speed $ Std / 528.32

24 Tach

Trade-In: Unit T.E. #5, 1970 Pontiac
Four (4) Door Sedan, 8 Cylinder $ 100.00

Total: $ 8874.13

Less Tax: $ N.A.

Less Discount: $ 1952.31

Less Trade-In: $ 100.00

Net Total: $ 6821.82

Delivery: 90 DAYS AFTER RECEIPT OF YOUR PURCHASE ORDER

Warranty: 12 MONTHS / 12000 MILES

NOTE: Alternate Bid for low mileage vehicle may be considered.

Total: $ N.A.

Less Total: $

Less Discount: $

Less Trade-In: $

Net Total: $

Delivery:

Warranty:

Specification Questionnaire

Bidders Proposal - Must Be Completed
By The Bidder

1. Year: 1979 Make: PLYMOUTH Model: PW100 TRAIL DUSTER
2. Color: Red WITH White Top.
3. Wheelbase: 106.4 inches
4. Engine: 360 CID 2 BBL
5. Transmission: 3 SPEED AUTOMATIC
6. Tires: L78-15-B
7. Battery: 85 AMP 1500 AMP COLD CRANK.
8. Radiator: H.D. Cooling
9. Instrument Guages: STANDARD.
10. Cigarette Lighter: Yes.
11. Mirrors: 7½ x 10½ Low Mount Bright Finish WITH EXTENDED ARM
12. Fuel Shield: FUEL TANK Skid Shield
13. Brakes: Power
14. Bucket Seats: Low Back Bucket for 3 PASSANGER REAR.
15. Shocks: FRONT & REAR HEAVY DUTY
16. Springs: 1640 lbs AT GROUND
17. Steering: Power
18. Minimum Ground: FRONT 8.07 inches REAR 8.52 inches
19. Air Conditioning: Yes.
20. Tinted Glass: ~~All Windows~~ NO WINDOWS.
21. Lock Out Hubs: NA
22. Undercoating: DOALER INSTALLED
23. Wipers: 2 SPEED
24. Top: Aluminum

FORM DP2B 5-68

CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES
Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Page 1 of 7

Ref. No. 841

Date June 27, 1978

Date wanted

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the Department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

*Mail all replies and correspondence, etc. to Att. of R.F. Bugher-423-7037 DEPARTMENT OF PURCHASES

Address Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Traffic Engineering Department
Room 340 - City County Building

Address One Main Street - Ft. Wayne, Indiana 46802

Fund 34-465-700
Appropriation No.

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Tuesday, July 25, 1978 at 11:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14508. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
1		1978 or 1979 Two (2) Door, Four (4) Wheel Drive Vehicle per attached Specifications. All Specifications & Questionnaire must be fully completed for consideration. This vehicle will be available for trade-in appraisal appointments by contacting Traffic Engineering Department, Room 340, from 8:00 A.M. to 4:00 P.M. Week days. Please telephone 423-7126. Affirmative Action: On File:_____ Attached:_____		

Bid Bond required NO ☐ YES ☒ 5% Performance Bond NO ☒ YES ☐

See Instruction Item No. 18 on reverse side hereof.

Terms ____% cash discount if paid within ____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within ____ days from receipt of order.**

IMPORTANT ☞ As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Allen County Motors Inc.
Name of Company

Per J.D. Butler Title fleet Mgr

Address 2300 W Jefferson Blvd

City Fort Wayne Date 7/24/78

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.

2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.

4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

   To the extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.

6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

   References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.

10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.

12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
    Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

    Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1941, chapter 268, section 10, being Burns Indiana Statute 40-2314-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.

16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
    a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
    b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submission and Receipt of Bids:**
    a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
    b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
    c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
    d) Separate proposals must be submitted on each reference number.
    e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted ____ Board Commissioner Dept. of Purchasing, etc. Date ____ 19____ as follows:

Rejected ____ Board Commissioner Dept. of Purchasing, etc. Date ____ 19____ as follows:

Specifications for One (1) 1978 or 1979, Two (2) Door, Four (4) Wheel Drive Vehicle, including all equipment listed as standard in Manufactures printed literature describing the vehicle unless superceded by special equipment at specified herein:

Base Price:$_____

Freight:$_____

1.	Year: Bronco	~~XXXX~~ 1978 or 1979 Two (2) Door, Four (4) Wheel Vehicle	$_____
2.	Color:	Any Standard Color with White top preferred	$_____
3.	Wheelbase:	Approximately ~~XXXX~~ 104 "	$_____
4.	Engine:	V-8 (Approximately ~~XXX~~ 351 Cu.In. Four (4) Barrel Carburetor)	$_____
5.	Transmission:	Automatic with two (2) speed transfer case	$_____
6.	Tires: Mud and Snow	L-78 - 15-B (On/Off Road)	$_____
7.	Battery:	Heavy Duty	$_____
8.	Radiator: Extra CoolingPack	Heavy Duty Standard with air cond.	$_____
9.	Instrument Guages:	Standard	$_____
10.	Cigarette Lighter:	Standard	$_____
11.	Mirrors: 6 X 9 Western	Left & Right outside	$_____
12.	Fuel Shield: Fuel & TransferCase	Standard	$_____
13.	Brakes:	Power	$_____
14.	Bucket Seats: Std-rear flip and fold	Front plus, standard rear seat	$_____
15.	Shocks:	Heavy Duty	$_____
16.	Springs 1395 # Front 1875 # rear standard	Heavy Duty progressive	$_____
17.	Steering:	Power	$_____
18.	Minimum Ground:	~~XXXX~~ 7.7 inches	$_____
19.	Air Conditioning:	Standard	$_____
20.	Tinted Glass:	Standard	$_____
21.	Lock Out Hubs:	Standard	$_____
22.	Undercoating:	Ziebart or comparable	$_____

23. Wipers: 2 Speed $_____

Trade-In: Unit T.E. #5, 1970 Pontiac
Four (4) Door Sedan, 8 Cylinder $ 75.00

Total:	$ 9453.95
Less Tax:	$ 16.05
Less Discount:	$ 1386.95
Less Trade-In:	$ 75.00
Net Total:	$ 7975.95

Delivery: 90 to 120 Days

Warranty: 12,000 miles or 12 months

NOTE: Alternate Bid for low mileage vehicle may be considered.

Total:	$
Less Total:	$
Less Discount:	$
Less Trade-In:	$
Net Total:	$

Delivery:

Warranty:

Specification Questionnaire

Bidders Proposal - Must Be Completed
By The Bidder

1. Year: 1979 Make: Ford Model: Bronco
2. Color:
3. Wheelbase: 104 inc
4. Engine: 351 Cu in
5. Transmission: Crusimatic
6. Tires: Mud and Snow
7. Battery: heavy duty
8. Radiator: extra cooling
9. Instrument Guages: standard
10. Cigarette Lighter: factory
11. Mirrors: 6 X 9 Western
12. Fuel Shield: fuel and transfer case
13. Brakes: power
14. Bucket Seats: plus rear seat
15. Shocks: heavy duty
16. Springs: 1395 # front 1875 # Rear
17. Steering: power
18. Minimum Ground: 7 7
19. Air Conditioning: factory
20. Tinted Glass: factory
21. Lock Out Hubs: standard
22. Undercoating: dealer
23. Wipers: 2 speed

FORM DP25 5-68

CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES
Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

Page 1 of 7

Ref. No. 841

Date June 27, 1978

*Mail all replies and correspondence, etc. to Att. of R.F. Bugher-423-7037 DEPARTMENT OF PURCHASES

Address Room 470, Number One Main St., Ft. Wayne, Ind. 46802

Date wanted

REQUIRED FOR DELIVERY TO:

Department or Division Traffic Engineering Department
Room 340 - City County Building

Address One Main Street - Ft. Wayne, Indiana 46802

Fund Appropriation No. 34-465-700

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Tuesday, July 25, 1978 at 11:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14684. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
1		1978 or 1979 Two (2) Door, Four (4) Wheel Drive Vehicle per attached Specifications. All Specifications & Questionnaire must be fully completed for consideration. This vehicle will be available for trade-in appraisal appointments by contacting Traffic Engineering Department, Room 340, from 8:00 A.M. to 4:00 P.M. Week days. Please telephone 423-7126. Affirmative Action: On File: X Attached:		

Bid Bond required NO ☐ YES ☒ 5% Performance Bond NO ☒ YES ☐

See Instruction Item No. 14 on reverse side hereof.

Terms % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 90 days from receipt of order.

IMPORTANT ☞ As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

International Harvester Co.
Name of Company

For ..... Title Salesman

333 So. Clinton St.
Address

Ft. Wayne, Indiana 7-21-78
City Date

Approved by State Board of Accounts for City of Fort Wayne, 1943

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.

2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.

4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

   To the extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.

6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

   References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.

10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.

12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
    Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

    Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. **The successful bidder,** or contractor, agrees that he will comply with Indiana Acts 1941, chapter 268, section 10, being Burns Indiana Statute 40-2316-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.

16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
    a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
    b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. Submission and Receipt of Bids:
    a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
    b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
    c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
    d) Separate proposals must be submitted on each reference number.
    e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted Date ____ 19____ as follows:
Board-Commissioner Dept. of Purchasing, etc.

Rejected Date ____ 19____ as follows:
Board-Commissioner Dept. of Purchasing, etc.

Specifications for One (1) 1978 or 1979, Two (2) Door, Four (4) Wheel Drive Vehicle, including all equipment listed as standard in Manufactures printed literature describing the vehicle unless superceded by special equipment at specified herein:

Base Price: $ 6,604.00
Freight: $ 59.50

1.	Year:	1978 or 1979 Two (2) Door, Four (4) Wheel Vehicle	$
2.	Color:	Any Standard Color with White top preferred	$
3.	Wheelbase:	Approximately 100"	$
4.	Engine:	V-8 (Approximately 350 Cu.In. Four (4) Barrel Carburetor)	$ 359.00
5.	Transmission:	Automatic with two (2) speed transfer case	$ 392.00
6.	Tires:	L-78 - 15-B (On/Off Road)	$ 20.00
7.	Battery:	Heavy Duty	$ 21.00
8.	Radiator:	Heavy Duty	$
9.	Instrument Guages:	Standard	$
10.	Cigarette Lighter:	Standard	$ 17.00
11.	Mirrors:	Left & Right outside	$
12.	Fuel Shield:	Standard	$ 63.00
13.	Brakes:	Power	$
14.	Bucket Seats:	Front plus, standard rear seat	$ 309.00
15.	Shocks:	Heavy Duty	$ 39.50
16.	Springs:	Heavy Duty	$ 54.00
17.	Steering:	Power	$ 216.00
18.	Minimum Ground:	7.0 inches	$
19.	Air Conditioning:	Standard	$ 607.00
20.	Tinted Glass:	Standard	$
21.	Lock Out Hubs:	Standard	$
22.	Undercoating:	Ziebart or comparable	$ 175.00

23. Wipers: 2 Speed $_____

Trade-In: Unit T.E. #5, 1970 Pontiac
Four (4) Door Sedan, 8 Cylinder $ 200.00

Total: $ 8,966.00

Less Tax: $_____

Less Discount: $ 1,309.73

Less Trade-In: $ 200.00

Net Total: $ 7,456.27

Delivery: Maxium of 90 days from receipt of order.

Warranty: Sample enclosed

NOTE: Alternate Bid for low mileage vehicle may be considered.

One-1977 ScoutII meets or exceeds your specs. 9855 Miles. Warranty 25,000 mibes or 25 months from original in service date. Original date Feb. 1977

Total: $ 6,784.00

Less Total: $_____

Less Discount: $_____

Less Trade-In: $ 200.00

Net Total: $ 6,584.00

Delivery: Immediately.

Warranty: See above statement.

Specification Questionnaire

Bidders Proposal - Must Be Completed
By The Bidder

1. Year: 1979 Make: Int'l Model: Scout II
2. Color: White
3. Wheelbase: 100"
4. Engine: V-345 cubic inch, 8-clyinder
5. Transmission: Automatic with 2 Speed transfer case
6. Tires: H-78 x 15 tires M & S on rear
7. Battery: 12 Volt 500 CCA
8. Radiator: H.D.
9. Instrument Guages: Yes
10. Cigarette Lighter: Yes
11. Mirrors: Yes as specs
12. Fuel Shield: Yes
13. Brakes: Power
14. Bucket Seats: Bucket with rear seat
15. Shocks: H.D.
16. Springs: H.D.
17. Steering: Power
18. Minimum Ground: 7.0
19. Air Conditioning: Yes
20. Tinted Glass: Yes
21. Lock Out Hubs: Manual
22. Undercoating: Yes
23. Wipers: Electric with washers

FORM OP23 3-68

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Ref. No. 841

Date June 27, 1978

Date wanted

Fund Appropriation No. 34-465-700

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

*Mail all replies and correspondence, etc. to Att. of R.F. Bugher-423-7037 DEPARTMENT OF PURCHASES

Address Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Traffic Engineering Department
Room 340 - City County Building

Address One Main Street - Ft. Wayne, Indiana 46802

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Tuesday, July 25, 1978 at 11:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14508. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 13 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
1		1978 or 1979 Two (2) Door, Four (4) Wheel Drive Vehicle per attached Specifications. All Specifications & Questionnaire must be fully completed for consideration. This vehicle will be available for trade-in appraisal appointments by contacting Traffic Engineering Department, Room 340, from 8:00 A.M. to 4:00 P.M. Week days. Please telephone 423-7126. Affirmative Action: On File: ✓ Attached: ______		7623.12

Bid Bond required NO ☐ YES ☒ 5% Performance Bond NO ☒ YES ☐

See instruction item No. 14 on reverse side hereof.

Terms net % cash discount if paid within 30 days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 120 days from receipt of order.

IMPORTANT ☞ As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here: [illegible]
Name of Company

Per [illegible] Title [illegible]

Address [illegible]

City [illegible] Date 7/25/78

Approved by State Board of
Accounts for City of Fort Wayne, 1945

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.

2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.

4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

   To the extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.

6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

   References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.

10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.

12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
   Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

   Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 298, section 10, being Burns Indiana Statute 40-2316-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.

16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
   a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
   b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submission and Receipt of Bids:**
   a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
   b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
   c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
   d) Separate proposals must be submitted on each reference number.
   e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ 19____ as follows:
Board-Commissioner Dept. of Purchasing, etc.

Rejected _____ Date _____ 19____ as follows:
Board-Commissioner Dept. of Purchasing, etc.

Specifications for One (1) 1978 or 1979, Two (2) Door, Four (4) Wheel Drive Vehicle, including all equipment listed as standard in Manufactures printed literature describing the vehicle unless superceded by special equipment at specified herein:

Base Price: $ 7,585.90

Freight: $ 160.00

1.	Year:	1978 or [1979] Two (2) Door, Four (4) Wheel Vehicle	$
2.	Color:	Any Standard Color with White top preferred	$
3.	Wheelbase:	Approximately 100"	$
4.	Engine:	V-8 (Approximately 350 Cu.In. Four (4) Barrel Carburetor)	$ 265.20
5.	Transmission:	Automatic with two (2) speed transfer case	$ 277.68
6.	Tires:	L-78 - 15-B (On/Off Road)	$ 71.40
7.	Battery:	Heavy Duty	$ 28.08
8.	Radiator:	Heavy Duty	$ 50.42
9.	Instrument Guages:	Standard	$ 21.06
10.	Cigarette Lighter:	Standard	$ 13.26
11.	Mirrors:	Left & Right outside	$ STD.
12.	Fuel Shield:	Standard	$ 35.34
13.	Brakes:	Power	$ STD.
14.	Bucket Seats:	Front plus, standard rear seat	$ 289.54
15.	Shocks:	Heavy Duty	$ 19.50
16.	Springs:	Heavy Duty	$ 52.26
17.	Steering:	Power	$ STD
18.	Minimum Ground:	7.0 inches	$
19.	Air Conditioning:	Standard	$ 436.90
20.	Tinted Glass:	Standard	$ 35.62
21.	Lock Out Hubs:	Standard	$
22.	Undercoating:	Ziebart or comparable	$ 40.00

23. Wipers: 2 Speed $ STD.

Trade-In: Unit T.E. #5, 1970 Pontiac
Four (4) Door Sedan, 8 Cylinder $ 100.00

Total: $ 7723.12
Less Tax: $ 7723.12
Less Discount: $ 7723.12
Less Trade-In: $ 100.00
Net Total: $ 7623.12

Delivery: 90-120 days ARO

Warranty: 12 months or 12,000 miles

NOTE: Alternate Bid for low mileage vehicle may be considered.

Total: $
Less Total: $
Less Discount: $
Less Trade-In: $
Net Total: $

Delivery:

Warranty:

Specification Questionnaire

Bidders Proposal - Must Be Completed
By The Bidder

1. Year: 1979 Make: Chevrolet Model: Blazer
2. Color: Standard production colors
3. Wheelbase: 106.5"
4. Engine: 350 - 4 bbl.
5. Transmission: Automatic
6. Tires: L78-15 On-Off Road Traction
7. Battery: H.D.
8. Radiator: H.D.
9. Instrument Guages: Voltmeter, Temperature, oil pressure
10. Cigarette Lighter: included
11. Mirrors: Standard L & R outside
12. Fuel Shield: included
13. Brakes: Power
14. Bucket Seats: included
15. Shocks: H.D.
16. Springs: H.D. front
17. Steering: Power
18. Minimum Ground: 7.0"
19. Air Conditioning: factory
20. Tinted Glass: included
21. Lock Out Hubs: not available
22. Undercoating: Dealer applied
23. Wipers: included

Memorandum

To Richard F. Bugher, Purchasing Date July 28, 1978

From Walter Stout, Traffic Engineering

Subject Purchase of Four Wheel Drive Vehicle

COPIES TO:

T. Manny
T. Coonan
J. Neuhaus
B. Hursh
File (3)

Please be advised our office has reviewed bids for the purchase of one, (1) two door four wheel drive vehicle per bid reference No. 841. We are requesting your office initiate at your earliest convenience the purchase of same.

We are recommending the purchase order be issued to Northway-Chrysler Plymouth, Attention: Richard Mulles, 4140 Coldwater Rd., Fort Wayne, Indiana 46805, who submitted the low bid of $6,821.82. Please specify the vehicle to be painted, White top with Canyon Red Sunfire Metallic bottom; also, to include Skid Plate for transfer case($65.73). The Skid Plate is in addition to the submitted specifications and is being added per the recommendation of Mr. Mulles.

Thank you for your prompt attention to this matter.

Walt

Walter Stout,
Assistant Traffic Engineer

WES/jn

FORM DP-3
APPROVED BY THE STATE BOARD OF ACCOUNTS FOR THE CITY OF FORT WAYNE 1965.

CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Traffic Engineering Department
Room 340 - City County Building
One Main Street - Ft. Wayne, Indiana 46802

Northway-Chrysler-Plymouth
4140 Coldwater Road
Fort Wayne, Indiana 46805

DELIVER TO:-

DEPARTMENT OR DIVISION Traffic Engineering

ADDRESS Same as the above

CASH DISCOUNT TERMS ____ % IF PAID WITHIN ____ DAYS FROM DELIVERY AND ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER
4- 02889i

DATE July 28, 1978
REF. NO.
REQ. NO. 271

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES, BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND CORRESPONDENCE.

INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. PD

DATE WANTED ASAP

APPROPRIATION AND FUND NUMBER 34-465-700

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
		TAX EXEMPT (UNLESS OTHERWISE INDICATED)		
1		1979 Plymouth Trail Duster, Two (2) Door, Four (4) Wheel Drive Vehicle. To include Skid Plate for Transfer Case at an additional cost of $65.73.		6887.55
		Vehicle to be painted White top with canyon Red sunfire metallic bottom.		
		Per our Bid Reference No. 841		
		Subject ot Councilmanic Approval		

COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL AVOID "FOLLOW UP" CORRESPONDENCE.

NOTE

READ

INSTRUCTIONS ON THE BACK OF THIS

ORDER

THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.

UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.

UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.

EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.

IND. SALES TAX EXEMP. CERTIF. NO. 34508

IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.

RFB/clt

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

City Controller

Per

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

Director of Purchases

Per

ORIGINAL (1)

4154

Admn. Appr. _____

DIGEST SHEET

A-78-08-06

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Traffic Engineering

SYNOPSIS OF ORDINANCE Purchase Order No. 4-0288911 prepared to favor Northway-Chrysler-Plymouth, Inc. for a 1979 Trail Duster in the amount of $6887.55.

EFFECT OF PASSAGE To purchase a 1979 vehicle for Traffic Engineering

EFFECT OF NON-PASSAGE Unable to purchase 1979 vehicle for Traffic Engineering

MONEY INVOLVED (Direct Costs, Expenditures, Savings) $6887.55
Traffic Engineering

ASSIGNED TO COMMITTEE (J.N.) _____

DATE SUBMITTED: _____

Finance